

**UNIVERSITY OF CALIFORNIA
LAWRENCE LIVERMORE NATIONAL LABORATORY**

**SITE SERVICES REQUIREMENTS
FOR
CONSULTANT SERVICES**

The following clauses shall apply to any work and other activities performed by the Consultant under this Agreement at any U.S. Government location managed or operated by the University, including the Lawrence Livermore National Laboratory ("LLNL") and its Site 300, or any other location except Consultant facilities.

A. Insurance

1. Types of Coverage

The Consultant shall at its expense obtain, keep in force, and maintain insurance to cover its performance under this Agreement of the types and in the amounts set forth below. Such insurance shall be maintained in full force and effect during the performance of work required by this Agreement:

a. <u>Commercial General Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000
• Products/Completed Operations Aggregate	\$ 5,000,000
• Personal and Advertising Injury	\$ 1,000,000
• General Aggregate	\$ 5,000,000
b. <u>Business Automobile Liability Insurance</u>	<u>Minimum Limit</u>
• Per Occurrence	\$ 1,000,000

The automobile liability insurance shall cover liability to third parties related to the Consultant's use of owned, scheduled, non-owned, or hired vehicles, including the Consultant's use of any University-furnished U.S. Government owned vehicles. The automobile liability insurance shall cover liability to the University, as a third-party, for any loss or destruction of, or damage to, University-furnished U.S. Government owned vehicles only if the Consultant's use involves hazardous activities or materials or the vehicle is assigned for exclusive, full-time use.

2. Endorsements, Certificates of Insurance and Other Conditions

The general liability insurance shall (a) include a "waiver of subrogation" provision and (b) be endorsed to name The Regents of the University of California and the U.S. Government as "additional insureds." As "additional insureds" the University and U.S. Government shall be protected against losses, expenses, damages and liabilities arising out of or resulting from the Agreement activities.

All such insurance coverage shall be primary and shall not participate with or apply in excess of any other valid, collectible insurance or program of self-insurance of the University or U.S. Government.

The required insurance shall be obtained from insurance companies authorized to do business in California that have an A.M. Best rating of A- VIII or better, or an equivalent Standard & Poor's rating of AA or better, or Moody's rating of Aa or better.

Unless otherwise indicated in the Agreement, prior to commencement of any work at a University controlled or U.S. Government owned or leased premises, the Consultant shall provide the University Procurement Representative with an endorsement to the general liability insurance policy and with certificate(s) of insurance for all the types of required insurance, issued by properly authorized representatives. The certificate(s) of insurance shall specifically confirm the "waiver of subrogation" and "additional insured" obligations. All required endorsement(s) and certificate(s) of insurance shall be sent to the University Procurement Representative named in the Agreement at the following address:

University of California
Lawrence Livermore National Laboratory
7000 East Avenue / P.O. Box 5012
Livermore, CA 94550 / 94551

The Consultant shall provide written notification to the University at least 30 days in advance of any modification, change, or cancellation of any of the insurance coverage. Any such notification by an insurance agent or other insurance company representative shall be in addition to, and shall not satisfy, the Consultant's obligation to provide a written notification.

The insurance shall not be written on a claims made form or subject to a Self-Insured Retention (SIR) or deductible of \$100,000 or more without the written approval of the University Procurement Representative.

The stipulation of required coverage and limits of insurance shall not in any way limit the liability of the Consultant.

B. Environment, Safety, and Health

In performing work under this Agreement, the Consultant shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of the work. The Consultant shall exercise a degree of care commensurate with the work and the associated hazards. The Consultant shall, in performance of work, comply with the Environment, Safety, and Health (ES&H) provisions contained in this Agreement.

C. Security – On-Site Personnel

The Consultant must comply with all applicable U.S. Government and University site access and security requirements and, when visiting the site or performing on-site work, must possess a Security Access Authorization Badge appropriate for the work area and access level.

D. Vehicle Operation

The Consultant, when operating any vehicle on University-controlled sites, shall possess a valid driver's license issued by the State of California or other state, if appropriate. In addition, all vehicles shall be operated in a safe manner, in accordance with the California Motor Vehicle Code, and in compliance with the posted traffic regulations of the University, including parking restrictions. Failure to comply with these requirements may result in the University revoking the on-site driving privileges of the Consultant.

E. Site 300 Valley Fever Health Hazard

(Applicable if any work or activities are at LLNL Site 300)

1. Representations. The Consultant represents that it is aware that the Lawrence Livermore National Laboratory Site 300 area is located in San Joaquin County which has dirt and dust which contain spores that cause Coccidioidomycosis (sometimes called "Valley Fever"), a disease that is endemic throughout the County, including Site 300. The Consultant further represents that appropriate precautionary measures will be taken by the Consultant to protect the health of [the Consultant](#), other workers, including University of California employees, or other individuals or personnel who may be involved with the Consultant's work or services at Site 300 under this Agreement. (Information on the disease and certain precautionary measures is available from the American Lung Association.)
2. Indemnification. The Consultant agrees to indemnify and hold harmless the University and the U.S. Government from any or all claims and expenses, including reasonable legal fees, arising from personal injury, including death, which may be asserted against the University or the U.S. Government by the Consultant or other individuals exposed or alleged to have been exposed to the spores that cause Coccidioidomycosis as a result of Agreement activities, provided the Consultant is given written notice of any involved claim instituted against the University or the U. S. Government.
3. Insurance. The Consultant agrees to maintain such [general](#) liability insurance as will protect the University and the U. S. Government from the risks enumerated above. Each such policy must contain a provision waiving any right of subrogation against the University and the U. S. Government which may arise by reason of any payment under the policy.

(END OF CLAUSES)